AGREEMENT FOR THE IMPLEMENTATION OF A HOSTED MULTI-FAMILY LOAN PORTFOLIO MANAGEMENT SYSTEM BETWEEN THE CITY OF SAN JOSE AND MK PARTNERS, INC.

This Agreement is entered into as of _____, 2009 ("Effective Date") between the City of San José, a municipal corporation ("City"), and MK Partners, Inc., a California corporation ("MK Partners" or "Contractor").

RECITALS

1. **WHEREAS**, City has issued a Request for Proposal ("RFP") for a Multi-Family Loan Portfolio Management System ("System"); and

2. **WHEREAS**, the Contractor has a good understanding of City's requirements pertaining to this System; and

3. **WHEREAS**, the Contractor has the necessary expertise and skill to perform such services and Contractor's proposal can best meet City's needs;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

EXHIBIT A - Scope of services
EXHIBIT A-1 - System Specifications
EXHIBIT B - Compensation
EXHIBIT C - Insurance Requirements
EXHIBIT D - Change Order Form
EXHIBIT E -Technical Support Renewal Addendum Form
EXHIBIT F - Salesforce.com, Inc. Subscription Agreement
EXHIBIT G - Proposal response (on CD)
EXHIBIT H - RFP # 08-09-19, Multi-Family Loan Portfolio Management System

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail. City's RFP #08-09-19, Multi-Family Loan Portfolio Management System (Exhibit G) and Contractor's Proposal response (Exhibit H) shall supplement the Scope of Services (Exhibit A) and be subject to the terms and conditions of this Agreement. In the event of conflict between these latter documents, the Scope of Services (Exhibit A) shall take precedence over the Proposal response (Exhibit G).

This Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

2 TERM OF AGREEMENT

2.1 Initial Term

The term of this Agreement is from November 10, 2009 to November 9, 2011 ("Initial Term") inclusive, subject to the provisions of Section 11.

2.2 Options

The City reserves the right to extend the Agreement for additional two (2) years ("Options Period") beyond the Initial Term, pursuant to the Pricing set forth in Exhibit B. City shall provide Contractor prior written notice in the form of Exhibit E if City, in its discretion, elects to exercise is option prior to the end of the then current term.

3 SCOPE OF SERVICES

3.1 Scope of Work

Contractor agrees to perform the services set forth in the Scope of Work which is attached as Exhibit A hereto and incorporated as though fully set forth herein (the "SOW").

3.2 Privacy and Disclosure

Contractor agrees to comply with City's Web-Site and e-Government polices as described in Appendix 12 of the RFP (Exhibit G).

4 DATA AND FACILITIES

Contractor acknowledges that it has in its possession all applicable specification, work flows, reports and all other documents to which reference is made herein and/or which are matched hereto, and all such data are adequate to enable Contractor to determine its ability to perform the scope of services required in this Agreement and within the compensation agreed upon herein. Contractor represents that it now has or can readily procure without assistance of City all facilities, machinery and equipment necessary for the performance of this Agreement.

5 STANDARDS OF SERVICE

In connection with the performance of any services pursuant to this Agreement:

5.1 Number of Employees

Contractor warrants it will provide sufficient employees to complete the services ordered within the applicable time frames established pursuant to this Agreement. Furthermore, Contractor shall, at its expense, supply all tools, equipment and other materials necessary to perform the services contemplated in this Agreement.

5.2 Skill of Employees

Contractor warrants that employees shall have sufficient skill, knowledge, and training to perform services and that the services shall be performed in a professional and workmanlike manner.

5.3 Duty of Confidentiality

All data, documents, discussions or other information developed or received by or for one party in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by the other party, or as required by law. The receiving party warrants that all employees utilized by it in performing services are under a written obligation to the receiving party requiring the employee to maintain the confidentiality of information of the other party.

5.4 Security and Safety

Contractor shall require employees providing services at a City location to comply with applicable City security and safety regulations and policies. City may require each employee providing services to undergo a background investigation, including, but not limited to a criminal records and fingerprint check. Contractor shall promptly replace any employee found to be unacceptable to City, in its discretion, on the basis of a significant infraction found in the background investigation.

5.5 Contractor's Obligations to Employees

Contractor shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

5.6 Replacement of Employees

During the course of performance of services, City may request replacement of an employee or a proposed employee, provided that there is reasonable cause. In such event, Contractor shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable services.

6   CHANGE ORDER PROCEDURE AND AUTHORIZATION

6.1 Changes

Any changes to this Agreement after the effective date that relate to (i) the deletion of products or services, (ii) adding additional products, or services (iii) changing or modifying products or services, or (iv) making other changes that materially alter the scope of this Agreement or the deliverables required under this Agreement, including approval of all performance and/or payment schedules shall be made by the Director of Finance in accordance with the procedures set forth below.

6.2 Contract Change Requests

Either party hereto may, from time to time, and at any time during the term hereof request a change, as defined in the above section. (The party requesting the change is hereinafter referred to as the "Requesting Party.") Requests for changes shall be in writing and shall be addressed and delivered to the other party. Such writing shall be identified as a "Contract Change Request," shall carry a sequential number for ease of tracking, shall set forth in detail the nature of the change requested and the costs associated therewith, and shall identify the products, services, deliverables or schedules to be changed.

6.3 Procedures

As soon as practical after receipt by the notified party of copies of the Request, the parties shall as necessary meet to discuss the change and to ascertain its cost and schedule impacts, if any.

6.4 Change Orders

If the parties decide to implement a change request, a standard form Change Order ("CO") shall be prepared in a form substantially similar to the form attached hereto as Exhibit E, which CO shall describe the change, delineate the cost, schedule, and other impacts of the change and the payment terms for any price increase. Only City's Director of Finance and Contractor's Authorized Representative shall have authority to execute CO's to this Agreement. Execution of a CO by City's Director of Finance and Contractor's Authorized Representative shall constitute a modification hereof and shall be binding on both parties hereto.

7 COMPENSATION

The total Contract Price in U.S. dollars shall not exceed Two Hundred One Thousand Seven Hundred Dollars and No Cents (U.S. $201,700.00) ("Maximum Compensation") for Contractor's services and reimbursable expenses, if any. The contract price includes the implementation of the System, first year of warranty and one year of technical support outlined in the Scope of Services (Exhibit A), and Compensation (Exhibit B). Contractor will submit to City invoices that include a breakdown of services provided for the corresponding milestone in accordance to the attached Exhibit B, entitled "Compensation"

8 TAXES AND CHARGES

Contractor shall be responsible for payment of all taxes, fees contributions or charges applicable to the conduct of Contractor's business.

9 SYSTEM ACCEPTANCE

Upon final completion of each component of the Multi-Family Loan Portfolio Management System implementation, City and Contractor shall conduct an Acceptance Test. The criteria for the Acceptance Test shall be as set forth in the Scope of Work (Exhibit A). System Acceptance shall occur upon successful completion of the Acceptance Tests. The System may not be placed into use in a production environment until the System Acceptance test has been successfully completed and approved in writing by City.

If, in the discretion of City, the System does not meet the requirements of the Acceptance Test specifications, City may permit Contractor to repair, replace or reconfigure the software components or the System so that the same meets the Acceptance Test specifications in all material respects, all at no additional expense to City, and if such repair or replacement does not after a reasonable period of time result in the System material compliance with the Acceptance Test specifications, City may return the System to Contractor, at Contractor's expense and without liability to City, and any amounts paid by City for the System shall be promptly refunded by Contractor to City. All warranties shall become effective and begin to run upon the successful completion and City's acceptance of the Final Acceptance.

Payment for any part or parts of the System or services provided hereunder, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of the System when delivered and reject upon notification to Contractor any and all the system which does not conform to the specifications or other requirements of this Agreement. Components of the System which are rejected shall be promptly corrected, repaired, or replaced by Contractor in accordance with Contractor's warranty obligations under this Agreement, such that the System conforms to the warranties, specifications and the other requirements of this Agreement. If City receives components of the System with defects or nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations under this Agreement following the discovery of such defect or nonconformity.

10 REPRESENTATIONS AND WARRANTIES

10.1 Prime Contractor Responsibility
Contractor understands and accepts full responsibility as the Prime Contractor for all requirements and deliverables defined in this Agreement. Contractor warrants it:
1. Has read and agrees with the specifications contained in the Scope of services (Exhibit A);
2. Fully understands the facilities, difficulties, and restrictions attending performance of the services; and

3. Contractor also agrees to inform City of any known conditions prior to the execution of this Agreement which will materially affect performance of the work within forty-five (45) days of the execution of this Agreement and shall not proceed until written instructions are received from City. Any conditions which become known after execution of this Agreement must be communicated to City within five (5) days of occurrence and shall not proceed until written instructions are received from the City.

11 TERMINATION

11.1 Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination.

11.2 Termination for Default

If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

11.3 Termination Authority

The Director of Finance ("Director") is empowered to terminate this Agreement on behalf of City.

11.4 Consequences of Termination

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

12 INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Contractor's officers, employees or agents. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification.

13 WARRANTY AGAINST INFRINGEMENT

If any article sold hereunder is covered, or is purported to covered by any patent or copyright, Contractor agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from and against it by any and all suits, claims, judgments and cost instituted or recovered against it by any person or persons whomsoever, on account of the purchase, use or resale of such article by City in violation or claimed violation of any rights under patent or copyright.

14 INSURANCE REQUIREMENTS

Contractor agrees to have and maintain the policies set forth in <u>Exhibit C</u>, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

15 WAIVER

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

16 INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

17 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

18 CONFLICT OF INTEREST

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

19 NONDISCRIMINATION

Contractor agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

20 GIFTS

20.1 Prohibition on Gifts

Contractor acknowledges that Chapter 12.08 of the San Jose Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

20.2 No Offer

Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

20.3 Breach of Agreement

Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 11 of this Agreement.

21 DISQUALIFICATION OF FORMER EMPLOYEES

Contractor is familiar with Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any

officer, employee, or agent of Contractor to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

22 CONFIDENTIAL INFORMATION AND PROPRIETARY INFORMATIONS

22.1 Confidentiality

All data, documents, discussion or other information developed or received by or for Contractor in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

22.2 Ownership of Material

All reports, documents or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform Contractor's services are City's property without restriction or limitation upon their use.

22.3 Ownership of Data

The City shall maintain ownership and control of the data throughout the Agreement period. Contractor shall have the right to use the data solely to perform services under the Agreement with the City. Contractor may not use the data, a subset of the data, and/or a summary of the data, or, cause or permit the data, a subset and/or a summary, to be used by any third party, outside the scope of the Agreement without the express written consent of the City. Contractor shall provide City with a copy of the data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Contractor warrants that throughout all operational and maintenance activities the accuracy of the database will be preserved.

22.4 Enforcement

City and Contractor agree that damages are not adequate, and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of the provisions of this Agreement. According, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Agreement.

23 CONTRACTOR'S BOOKS AND RECORDS

23.1 Maintenance during Term

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

23.2 Maintenance after Term

Contractor shall maintain all documents, which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

23.3 Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

23.4 Custody of Records

Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

24 ASSIGNABILITY

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Contractor to assign this Agreement, in violation of this Section, will be voidable at City's sole option.

25 SUBCONTRACTORS

25.1 Authorized Subcontractors

Notwithstanding Section 24 (Assignability) above, Contractor may use designated subcontractors at its own discretion. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

25.2 Compliance with Agreement

Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

26 GOVERNING LAW

This Agreement must be construed -- and its performance enforced--under California law.

27 VENUE

In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California. Contractor further agrees that in the event a lawsuit involving this Agreement is filed by City, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

28 NOTICES

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective parties as follows:

To City: Director of Finance
City of San Jose
200 East Santa Clara Street, 13th Floor
San Jose, CA 95113

To Contractor: Matt Kauffman
MK Partners, Inc.
16842 Addison St
Encino, CA 91436

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail.

The parties may change their respective addresses in accordance with the provisions of this Section.

29 MISCELLANEOUS

29.1 Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

29.2 Assignment

Subject to the provisions of Section 24 (Assignability), this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.
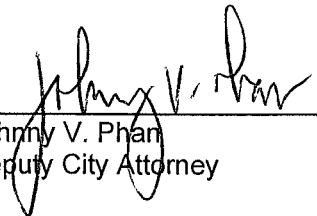
29.3 Headings

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

29.4 Authority of City Manager

Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

APPROVED AS TO FORM:

_____
Johnny V. Phan
Deputy City Attorney

City of San José
a municipal corporation

By_____
Name: Mark Giovannetti
Title: Purchasing Officer
Date:_____

"Contractor"
MK Partners Inc., a California Corporation

By_____

Name: _MATTHEW   KAUFMAN_
Title: _CEO_____
Date: _10/1/2009_____

The following Scope of Services defines the principal activities and responsibilities of Contractor and the City for Multi-Family Loan Portfolio Management System (hereinafter "System") and related services for the City's Housing Department.

Contractor shall perform the following services:

1 OVERVIEW OF SERVICES

Contractor shall be solely responsible for full implementation of the System that meets the City's requirements, specifications, and this Agreement.

1.1 Contractor shall provide for all labor, materials, and equipment, supervision and implementation services necessary to fulfill all the requirements as described herein.

1.1.1 Coordination with the City's Project Manager and other respective representatives of the City to ensure the System meets the goals of the City.

1.1.2 Project management and professional services including preparation and updates of the project plan in Microsoft Project.

1.2 Implementation services in this Agreement include, but are not limited to:

1.2.1 System installation, configuration and integration that aligns with the project requirements and timeline; and

1.2.2 System testing and verification.

1.3 System documentation and manuals needed to operate, support and maintain the System.

1.4 Preparation of the necessary documents required for installing, testing, and bringing the System online.

1.5 Training of City personal regarding the use and maintenance of the Salesforce.com software as defined in the Contractor's proposal.

1.6 Provide annual technical support as outlined in Exhibit B, "Compensation".

1.7 Provide ongoing supplemental technical support services after the City's acceptance of System on an hourly rate if required by the City and as outline in Exhibit B, "Compensation".

2 CITY RESPONSIBLITIES

2.1 City agrees to identify the following City personnel prior to the commencement of the engagement:

- City Project Manager ("PM")
- Functional lead and business subject matter experts

2.2 City's Project Manager shall act as the primary liaison between City and Contractor's Project Manager and shall have the overall responsibility for the day-to-day oversight of Contractor's performance under this Agreement.

2.3 City shall provide current business processes/work flows to assist Contractor in configuring System.

2.4 City shall be responsible for manually inputting the existing loan data into the new System. The City reserves the right to have Contractor assist in the cleaning and migration of City's data at additional cost as specified in Exhibit B (Compensation) for technical support.

2.5 City to purchase from Salesforce.com all software media and licenses required for the System to function and meet City's requirements, specifications, and this Agreement.

2.6 City shall provide a computer-equipped training lab/room with a capacity for twelve (12) City employees for training.

3   CONTRACTOR'S RESPONSIBLITIES

Contractor shall be responsible for providing the following and all other necessary services required to implement and maintain a System that meets the requirements as specified in the (Exhibit A-1) of this Agreement.

STAGE ONE

3.1 Stage One of the project shall be the implementation of all modules of the System that meets the requirements as specified in the City's RFP (Exhibit H) and shall be fully integrated to include the following functional modules as described below:

3.1.1 Project Development - The System shall allow City to do each of the following: (1) create loan applications in the System; (2) ability to track necessary loan submittal information and facilitate the necessary underwriting of loan applications; (3) track application through various stages of the approval process; and (4) track and report on loan application scores, award recommendations, award decisions, and funding amounts.

3.1.2 Loan Collections — The System shall allow City to do each of the following: (1) calculate and track loan payments and generate invoices; (2) track loan payments and balances by project and by developer; and (3) facilitate analysis of loan loss reserves and other trends in the loan portfolio.

3.1.3 Loan Compliance – The System shall allow City to accomplish each of the following: (1) track the developer's documentation required to ensure compliance with the terms of the loan documents; and (2) flag issues with projects and non-compliant project managers so that this information can be provided to project development staff.

3.1.4 Fiscal Section – City shall be able to do each of the following with the System: (1) (1) share data seamlessly with the Loan Collections staff to facilitate loan payments, collections and loan loss reserve calculations; and (2) generate reports which will facilitate balancing of the subsidiary ledger with the data in the City's Financial Management System.

3.1.4.1 Loan information shall be shared by all programs with the appropriate security established by user. As a loan is originated, the data shall be accessible to staff in other programs but only Project Development can modify the data until the loan is

transferred to the asset management program for servicing.   Once this transfer occurs, the data can only be manipulated by asset management staff.

STAGE TWO

3.2   In Stage Two of the Project, Contractor shall configure and implement the additional modules as described below:

3.2.1.1 Single Family Rehabilitation Program - The base functionality of the Multi-Family Loan Portfolio Management System as implemented in Stage one (1) shall be extended to include the business processes and data points used by the City for their Single Family Rehabilitation Program. Configuration changes will be made to allow the tracking and management of developers, projects and loans for Single Family Rehabilitation projects.   Screens will be customized to only display information pertaining to Single family Rehabilitation when viewing an applicable record. Additional reports and dashboards will be created to enable reporting on Single Family Rehabilitation data. Security changes, if necessary, will be made to ensure that data is visible by only the appropriate personnel. This option includes Fit/Gap Discovery Sessions, Fit/Gap Findings Report, Configuration Changes, Testing, Documentation, and Training.

3.2.1.2 Homebuyer Program - The base functionality of the Multi-Family Loan Portfolio Management System shall be extended include the business processes and data points used by the City in their Homebuyer Program. Configuration changes will be made to allow the tracking and management of prospective homebuyers, real estate listings, public information sessions (if applicable), and public requests for further information. In addition, a publicly accessible website with real estate listings will be created that dynamically pulls information from the listings in Salesforce.com. This option includes Fit/Gap Discovery Sessions, Fit/Gap Findings Report, Configuration Changes, Testing, Documentation, and Training.

3.2.1.3 Integration with other Systems - such as the City's Financial Management System and other similar systems that will enable the automated migration of data between Salesforce.com and another database on a regular basis.   The purposes of this integration may include (but are not limited to):
- Automatic Insertion of new data
- Automatic synchronization of data across two systems
- Routine backup of Salesforce.com data to a local server
- Address validation
- Tax/License validation

Access to data required for integration must be obtained by City.

3.2.1.4 Online Loan Application - The base functionality of the Multi-Family Loan Portfolio Management System shall be extended to include a web based Loan Application Portal fully powered by Salesforce.com. Applicants will register to gain access to the application portal. Once verified, applicants will provide necessary information and upload any necessary supporting documents. Validation rules will ensure that only completed applications may be submitted.   Upon completion, applicants will have the option to review all data and then submit their application. Upon submission, the application is still viewable by the applicant but no longer editable. Automated workflow will be put in place to notify City employees when an application is submitted. An automated scoring system may be used to rank incoming applications.   Applicants will have the ability to view the current status of the application from the web portal.

3.3 PROJECT PLANNING, MANAGEMENT AND COORDINATION

3.3.1 Contractor shall provide a Project Manager through the duration of the project. Project Manager shall plan and participate in on-site discovery and training phases. Contractor shall develop and submit a detailed final Management Plan for each project phase of each stage to the City's Project Manager addressing all aspects of the services set forth in this contract to include but not limited to scheduling, and maintaining progress of project activities. City shall have reserve the right to amend the project plan before finalization.

3.3.2 Contractor shall provide a detailed project plan, project schedule in Microsoft Project, and establish a process for tracking and reporting on project status to ensure completion.

3.3.3 Contractor shall incorporate Change Order activities into the Project Plan as each Change Order is approved as outlined in Section 6 of the Agreement. Contractor shall keep accurate and detailed records of the progress on this project during all stages of the project and report out to the City's Project Manager on a weekly basis.

3.4 TECHNICAL ARCHITECT

3.4.1 Contractor shall provide a Technical Architect through the duration of the project; this resource will work both on-site as required and be available remotely throughout project. The Technical Architect shall manage the design and programming of the software to meet the City's specifications and will provide technical support to the City throughout the project.

3.5 FIT/GAP ANALYSIS

3.5.1 Contractor shall review and analyze City's process and workflow documentation.

3.5.2 Contractor shall review and analyze all City's current database fields and existing reports

3.5.3 Contractor shall conduct on-site fit/gap discovery sessions with City staff.

3.5.4 Contractor shall provide documentation of fit/gap findings.

3.5.5 Contractor shall make recommendations to the City to streamline process to make them more efficient.

3.5.6 Contractor shall make modifications to the System as determined to be required as a result of fit/gap analysis. The business processes, data requirements, forms, and reporting vary between the programs and will all need to be identified, documented and the System configured in a manner that meets each work unit's unique business needs, processes and requirements.

3.5.7 Contractor shall architect and write custom code to extend the base functionality of the Salesforce.com software to fit the City's processes and requirements of the System to fulfill all functional and technical requirements of the RFP and this Agreement.

3.5.8 Contractor shall design and develop new applications on the Salesforce.com platform, as required to meet the City's requirements.

3.6 SYSTEM IMPLEMENTATION

3.6.1 Contractor shall provide all services as necessary to successfully implement the System working directly with the City's Project Manager and any and all coordination with Salesforce.com.

3.6.2 Contractor's project plans shall include an implementation plan to incorporate all project phases including, but not limited to, design, programming, training, testing, and System acceptance. Contractor's implementation plan shall identify all necessary tasks to implement a System meeting the specifications, the party/personnel responsible for each task, and the expected duration of each task. The plan shall include the implementation schedule, utilizing Microsoft Project. The plan shall clearly indicate what tasks the Contractor will complete onsite. This plan should be continually updated throughout the project and reported out to the City's Project Manager each week.

3.6.3 Contractor shall provide support during the implementation of the project. The implementation teams shall work both on-site and virtually, and may utilize multiple methods of collaboration including conference calls, and in-person meetings, to ensure all delivery deadlines are met.

3.6.4 Contractor's System shall be designed and implemented to have a production and training and/or test environment that can be used to test System upgrades and updates with City data before implementing in the production environment.

3.7 SOFTWARE

3.7.1 Contractor shall be responsible to set-up and configure the System to meet the needs as identified through the Fit/Gap sessions and defined in the RFP.

3.7.2 Flexibility and Scalability

3.7.2.1 The System shall have the capabilities to be modified based on unique and new requirements.

3.7.2.2 The System shall be scalable to additional users and user groups that may their own custom fields, forms and reports.

3.8 WEB DESIGN GUIDELINES

3.8.1 The web site and application accessible to the public must meet the City of San José Web Site Design Guidelines as described in Appendix 11 and meet the minimum ADA design guidelines as defined in Appendix 10. The internet web site must utilize the City of San José Web template or must visually and functionally have the same top navigation, header, side navigation, and footer as the current City of San José Web Site. The application design to visually match the web template and have the capability of easily being modified to adapt to changes to the City web template. Also Proposers must comply with the City's Privacy and Disclosure Policy, Appendix 12, E-Government Policy.

3.9 REPORTS

3.9.1 The Contractor shall develop and provide all custom reports set forth in the requirements of the RFP (Exhibit H).

3.9.2 The System shall allow the user to search for information by parameters such as loan number, name, transaction, beginning and ending dates, and similar information and data.

3.9.3 The System shall contain a reporting tool for the creation of customized ad-hoc queries and reports. This reporting tool shall enable non-technical end-users to extract information from the System. If a third party tool is required, Crystal Reports will be utilized. The output of these tools may be sent to the screen, a printer, or to a file for subsequent importing into other software. All data elements in the System shall be accessible through the ad-hoc query and reporting tools. End users shall be able to maintain their own libraries of queries and reports that can be copied or shared with other users.

3.10   INSTALLATION/IMPLEMENTATION

3.10.1 Contractor shall provide both "core", and "desirable" functionality as described in the RFP (Exhibit H). Contractor to configure and set up database to meet these requirements.

3.11   INTEGRATION

3.11.1 All modules of the System shall be fully integrated in both Stage One and Stage Two of this project.

3.11.2 All modules shall be designed to work together using a common database with no redundant data entry or data storage.

3.11.3 The System shall allow for additional modules and shall be integrated into the System without a major impact to the installed components.

3.11.4 The System shall allow for the initial sixty (60) users, ten (10) of which shall have the additional mobile upgrade license to allow for loan compliance inspector to utilize hand-held computers to access existing data in the field and enter inspection data remotely.

3.11.5 The System shall have the scalability to add an unlimited amount of users as required by the City.

3.12   SYSTEM TESTING

3.12.1 Contractor shall develop a detailed test plan to include:

3.12.1.1 Methodology

3.12.1.2 Tool sets used for System testing

3.12.1.3 Required personnel to support the testing

3.12.2 Contractor shall conduct testing jointly with City. The City Project Team will verify the content of the test. All customizations must be approved by the City in a test environment prior to moving to the production environment.

3.12.3 City data will be used for testing.

3.12.4 Contractor shall produce a Test Report following completion of each test. The Test Reports will list any and all deficiencies discovered during the test, and the manner in which they will be resolved. Regardless of the severity of the problem, a retest shall be required to demonstrate successful resolution.

3.12.5 Contractor shall throughout the course of testing, maintain an issue-tracking database (Microsoft Excel is acceptable) accessible to City's Project Manager and Project Team. Issues discovered during testing shall be entered into the database even though they may not end up being a deficiency. City will use this database to ensure that retesting confirms correction of all deficiencies. The database shall include the following information, at a minimum: 1) unique ID; 2) description; 3) person reporting the issue; 4) date issue reported; 5) priority; 6) results of analysis; 7) resolution; 8) deficiency (yes/no); (if a deficiency then also track the following:) 9) when will it be verified; 10) how will it be verified; 11) person assigned to correct deficiency; 12) date corrected; and 13) person signing off on acceptance of corrective action with date/time.

3.12.6 System installation shall not be considered complete until City has approved all component and integration testing.

3.13 DOCUMENTATION

Contractor shall provide System documentation and as-built manuals to operate, support, and maintain the System.

3.13.1 Functional Documentation

3.13.1.1 User guide specific to City configuration

3.13.1.2 Training manual specific to City configuration

3.13.1.3 System Administrator's manual

3.13.2 Technical Documentation (Hosted model)

3.13.2.1 Host vendor network diagram

3.13.2.2 Change control process and forms

3.14 TESTING AND FINAL ACCEPTANCE

3.14.1 After completed implementation, Contractor shall perform testing using City data and make any needed adjustments of the completed System. The test will comprise of thirty (30) calendar days of live operation.

3.14.2 Contractor shall demonstrate to the City all tests and the successful operation of the System.

3.14.3 Contractor shall install, configure and test the components. Contractor will perform the Final Acceptance on the production System environment. Final Acceptance of the new System will consist of a written acceptance by City's Project Manager of the individual System application as a whole.

3.14.4 The Final Acceptance will begin upon completion of all software installations, demonstration of all System functions, testing, and the completion of all staff training.

3.15 TRAINING

3.15.1 Contractor shall provide a senior instructor that will provide custom training during the Project Deployment.

3.15.2 Contractor shall provide training in courses by subject matters experts via on demand, internet-based, self-paced courses by Contractor's instructors either virtually, or at location of City's choosing.

3.15.3 Contractor shall create training materials for the City that customize objects and processes into hands-on exercises for on-site or virtual classroom delivery. These training materials shall include screen shots and notes that may be used as reference guide after training. In addition to this guide, Quick Reference Guides will be created to serve as user "cheat sheets" for primary functions and processes.

3.15.4 Train the Trainer - Contractor will train City's leads to effectively deliver end-user training, as well as additional time to administer "teach-backs" and coaching.

3.15.5 Contractor's senior instructor shall train City personnel on the use of the System, including all modules as required to provide the core functionality.

3.15.6 Training shall be tailored to the configuration and processes that will be used by the City.

3.15.7 Contractor shall provide the following technical and functional training:

3.15.8 Train the Trainer

3.15.8.1 Train the trainer training, shall include all of the features that City staff will use including conducting the various loan management processes and reporting features. The training shall result in trainers having the ability to then, in turn, train the staff that will be using the System. The Train-the-Trainer program shall include on-site classroom training for the City instructor, as well as additional time to administer "teach-backs" and coaching. Class size shall be limited to six (6) City employees per session.

3.15.9 End User

End user training shall include all day-to-day operations in conducting the various loan management processes. City user training shall be conducted on-site for all City personnel that will use the System. Contractor shall use a custom curriculum to guide end users through a combination of standard functionality and custom "day-in-the-life" scenarios. Hands-on exercise shall be developed to help City employees understand concepts introduced in the presentation materials. Instruction shall be within the City's environment, allowing students to gain familiarity with specific application configuration. Class size shall be limited to fifteen (15) City employees per session.

3.15.10 Systems Administrator

System Administrator shall train with the Contractor from the initial configuration to the ongoing maintenance and expansion to learn the skills need to create processes and customizations that will maintain data quality. Administrators will also have access to free, on-demand modules in all areas of training to in include administration essentials. System administrator training shall include security settings, configurable or customizable features of the System, and custom reporting.

3.15.11 Contractor shall provide a comprehensive online help and training application, and shall have user guide and documentation available online.

3.15.12 Contractor shall provide course materials for all training classes at no cost to the City.

3.15.13 Contractor shall provide a hardcopy User Manual which shall be accessible to all users. Manuals shall be provided to address the needs of System users and administrators. Manuals shall be updated through the term of the contract. It is desirable for online manuals to have the following features: context sensitive help, searchable on topic or key word, hyper-links, indexed, and able to be modified/added to by Administrators.

3.16   SYSTEM WARRANTY, MAINTENANCE AND SUPPORT.

3.16.1 Contractor shall provide System support during implementation of the project. Contractor shall warrant work, software configurations and Systems provided under this Agreement for a period of twelve (12) months from date of Acceptance.

3.16.2 Contractor to provide dedicated technical services through the on Demand Technical Support with the pricing in Exhibit B, Compensation after the warranty period has concluded. Contractor shall include a one (1) day business response guarantee.

3.16.2.1 Technical On-Demand support shall include telephone, email, and support for City's System post implementation.

3.16.2.2 Contractor shall ensure that only properly trained Contractor's technicians or other qualified personnel perform the System technical support services.

3.16.2.3 On Demand Technical Support: shall include, but not limited to, making changes to the Salesforce.com applications, user administration, configuration changes, design of additional reports, implementation of new modules, integration and code updates.

4   SUPPLEMENTAL SERVICES

The City reserves the right to purchase additional supplemental technical support services specified in Exhibit B, "Compensation", on time and materials basis through the change order procedure of Section 6 of the Agreement.

Exhibit A-1
SYSTEM SPECIFICATION

This Exhibit A-1 defines the specification for the Multi-Family Loan Portfolio Management System ("System") under this Agreement.

System shall meet the following specifications:

1   SYSTEM DESCRIPTION

1.1.1 Contractor's web-based access to the System for City users shall be compatible with Internet Explorer version 6.0 or newer.

1.1.2 Flexibility and Scalability

1.1.2.1 System shall have capabilities to be modified based on future requirements that is not a part of this Agreement.

1.1.2.2 System shall be scalable to add additional users and user groups that may have their own custom fields, forms and reports.

1.1.2.3 System shall be scalable to add the option modules to include all Phase two modules and other modules of similar function.

1.1.3 Contractor shall provide City their non-commercial presence, effectively their own site within System per the RFP, Appendix , 9, 10, 11 and 12)

1.1.4 System shall have flexible architecture that allows for customization to match City's current specified requirements and future requirements per the RFP Appendix 7.

1.1.5 Contractor shall provide view, read and write access to the City's administrators during and at completion of the implementation to ensure all requested functionality and configurations are working as required.

2   SYSTEM PERFORMANCE & RELIABILITY

2.1.1 System shall be capable of handling up to eighty (80) concurrent users without noticeable degradation in response time or performance.

2.1.2 System shall be able to perform without disruption, reduction in speed, or any noticeable degradation in quality or time, from remote locations with limited bandwidth such as T1 carrier.

2.1.3 System shall be capable of achieving a minimum of 99.5% uptime for the available hours of service each month.

2.1.4 System shall be capable of being restored quickly after a major event or disaster. System design shall account for backup of software, Systems, files, data, computerized procedures, and similar information, necessary to provide such recovery.

2.1.5 System shall be capable of working with City PC workstation requirements listed below:

    2.1.5.1 Intel Core 2 Duo minimum 2 GHz

    2.1.5.2 Minimum 160 GB, 7200 RPM hard disk drive

    2.1.5.3 Minimum 2 GB RAM

    2.1.5.4 CD-ROM/DVD ROM combo drive

    2.1.5.5 Windows XP Professional

    2.1.5.6 LCD flat panel monitor minimum 17"

    2.1.5.7 USB optical mouse

    2.1.5.8 USB keyboard

    2.1.5.9 Energy efficient model, plus power supply

3   SECURITY REQUIREMENTS

3.1   Contractor shall ensure that all data transmitted through the Internet shall be encrypted using Secure Sockets Layer with 128 bit keys at a minimum.

3.2   System shall provide comprehensive, flexible security features for all modules to prevent unauthorized use or update of the data, restrict access to the database, maintain process controls and log all database actions without significant impact to the System or end-users.

3.3   System shall have its own internal security, requiring each user to provide a unique user ID and password before granting access to any part of the System.

3.4   System shall allow the establishment of access privileges unique to each user on the System and permit the restriction of specific functions to specific users. System shall provide security to limit access to application software screens, data elements, the contents of data elements where appropriate. City desires the ability to assign permissions by user groups and allow users to be a member of one or more user groups.

3.5   As an additional security measure, a password change shall be required on a City specified time interval. System must also allow the setting of strong passwords which should include at minimum, the required usage of numbers in the password and minimum password length that the System will require users to have.

3.6   System shall have the ability to concurrently run all application modules on the same City hardware configuration without having to log off and log on across modules.

3.7   System shall contain intrinsic measures to prevent accidental modification or deletion of records.

3.8   System shall maintain an audit trail for System access and entries including user ID, date, and time of each System transaction.

3.9   Contractor and System must comply with the additional Security Data Privacy requirements per the RFP Appendix 8.

4   SERVICE-LEVEL REQUIREMENTS (SLRS)

4.1   System shall be available to the City twenty-four (24) hours a day, every day, not including scheduled maintenance.

4.2   Contractor shall take every precaution to ensure that the System, files, data, equipment, communications, and facilities are secured and backed up daily.

4.3   System must be designed to minimize disruption due to failure of one (1) or more components of the System and should be designed in a manner that allows it to be immediately brought back to the state of full operation in the event of a System failure.

4.4   A notification to customers with the date and times the web site will not be available must be placed on the web site at least a week before any scheduled maintenance that requires the System to be unavailable online. During System maintenance, a notice must be displayed to customers notifying them that the System is unavailable for scheduled maintenance, and when the System is expected to be back online.

5   PROBLEM RESOLUTION REQUIREMENTS

5.1   Contractor's support staff shall be able to respond quickly and effectively to System related problems. Contractor shall have a means to continuously monitor the proper functioning and availability of the online registration System and have the ability to respond to System issues in order to meet the Security Level Requirements (SLRs). Contractor shall have the capability to identify whether a System issue is a result of a failure of a City-managed system, and must notify City technical contacts immediately to coordinate the resolution of the problem.

5.2   Should the System becomes unavailable to customers the Contractor must notify the City by email with the date and time the System started experiencing the problem, what the symptoms are, which aspects of the System are affected, and when the System is expected to be back online and fully functional. After the System comes back online and fully functional, the Contractor must notify the same group of City staff with the time the System came back online, what was affected, and any adverse effects on customer transactions and City data. City contacts and contact information will be provided to the Contractor during System implementation.

5.3   Contractor must immediately notify the City of unplanned System outages and provide the following information:

5.3.1 Date and time of the outage

5.3.2 Duration of the outage

5.3.3 What aspects of the System were affected during the outage

5.3.4 Cause and resolution of the outage

5.3.5 Any resulting adverse effects on customer transactions or City data after the resolution of the problem

6 OUTAGE REPORTS

6.1 Contractor must provide a monthly report to the City within ten (10) days after the end of every month. The monthly outage reports shall contain the following minimum information:

6.1.1.1 Date and time of the outage

6.1.1.2 Duration of the outage

6.1.1.3 What aspects of the System were affected during the outage

6.1.1.4 Cause and resolution of the outage

6.1.1.5 Any resulting adverse effects on customer transactions or City data after the resolution of the problem

7 BACKUP AND RECOVERY

7.1 Contractor shall take every precaution to ensure that all System, files, data, equipment, communications, and facilities are reliable. In the event that a disaster does disrupt the System, Contractor shall have a detailed, City-approved recovery plan in place before System Acceptance. The plan shall be tested by Contractor and ready to be implemented so that services are restored quickly in the event of a disaster.

7.2 Contractor shall provide a disaster recovery and back up plan, which at a minimum should address each of the following:

7.2.1 Procedures for back up of all software and computer programs, files, computerized procedures, and similar data and information. Back-up of data shall occur no less frequently than daily.

7.2.2 Off-site duplication of all software and computer programs, computerized procedures, and are fully redundant per industry standards.

7.2.3 Repair procedures for all hardware, communications, and other equipment in order to minimize the time required to restore service.

7.2.4 Alternate System hosting arrangements in the event of severe damage to facilities.

7.2.5 System shall have periodic and comprehensive review or testing of emergency procedures.

7.2.6 All Contractor backups containing City data must be kept in a physically secure location. All discarded backup tapes that held City data must be erased or destroyed in a manner that prevents anyone from recovering City data.

8   EXIT STRATEGY

8.1   It is the intent of the City to continue to use the data contained in the System after the Agreement has expired (or earlier termination, if applicable).   Contractor agrees that the City will own the data contained in the System at all time and shall agree to provide data to the City upon expiration or termination of the Agreement, in the form requested by City. After the City has determined that it has good copies of the data, the City will request and the Contractor shall promptly delete and destroy all City data from their Systems and facilities.

EXHIBIT B
COMPENSATION AND PAYMENT SCHEDULE

Exhibit B Compensation

Pricing Summary

Description:	Price
1) Stage One: Multi-Family Loan Portfolio Management System	$96,500.00
2) Stage Two: Single Family Rehabilitation Program	$24,000.00
3) Stage Two: Homebuyer Program	$24,000.00
4) Phase Two: Integration with other programs	$10,000.00
5) Stage Two: Online Loan Application	$16,000.00
6) On-Demand Technical Support year 1 (4 hours per week or a total of 208 hours per year)	$31,200.00
Subtotal "Contract Amount"	$201,700.00
4)On Demand Support, years 2-3 (Options)	$39,000.00
5)Total cost over 4 years (w/options)	$240,700.00

1. Payment Terms

All payments made by City to Contractor pursuant to this Agreement are subject to City's acceptance of Contractor's performance of the scope of services and as evidenced by completion of the Deliverables and City's acceptance of the Deliverables set forth below. City shall have no obligation to pay Contractor unless Contractor has successfully completed the deliverables and City has approved all tasks associated with the milestones for which payment is due.   Progress payments shall be made to the Contractor by City based on net thirty (30) days payment terms, following acceptance of designated milestones as shown below in Tables 1 & 2 Milestone payments below.

The maximum amount of compensation to be paid to Contractor, including both payment for professional services and reimbursable expenses, shall not exceed, two hundred one thousand, seven hundred dollars, and no cents ($201,700.00), excluding all applicable sales taxes. Any hours worked provided for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City unless approved through the Change Order process outlined in Section 6. of the Agreement.

2. Project Performance & Payment Schedule:
Compensation shall be as forth below in Tables 1 and 2: Milestones and Payment Schedule:

      a.   All invoicing shall include only deliverable accepted and approved by City in writing.

      b.   All invoices will be held pending outstanding monthly performance reports.

      c.   Work shall commence immediately upon execution of the Notice to Proceed.

Exhibit B Compensation

Stage One- Multi-Family Loan Management System

Table 1

PHASE OF PROJECT	DELIVERABLE or MILESTONE	% OF TOTAL	AMOUNT
Submittal of detailed project plan and schedule	City Acceptance of Final Project Plan referenced in Exhibit A, Section 3.1.	10%	$9,650.00
Phase One	Completion and Acceptance by City of all Phase One Deliverables (Business process and fit gap analysis, for Project Development, Loan Collections, Loan Compliance, Fiscal Section and Asset Management completion of detailed system design referenced in Exhibit A, Section 3.3).	30%	$28,950.00
Phase Two	Completion and Acceptance by City of all deliverables in Phase 2 (Migration of legacy data, implementation services to include modifications of System as needed, System installation and configuration and integration, Set up and configuration of software referenced in Exhibit A, Section 3.4, 3.5, 3.6, 3.7, 3.8, and 3.9).	30%	$28,950.00
Phase Three	Completion and Acceptance by City of all Phase Three Deliverables (Testing, Documentation and Training, Completion and Acceptance by City referenced in Exhibit A, Section 3.10, 3.11,3.12 and 3.13).	20%	$19,300.00
SUBTOTAL		90%	$86,850.00
ACCEPTANCE	City's Acceptance of Final Acceptance Testing and System Close-Out. Commence warranty, and support referenced in Exhibit A, Sections 3.14 and 3.15.	10%	$9,650.00
TOTAL		100%	$96,500.00

Stage Two- Additional Modules

Table 2

PHASE OF PROJECT	DELIVERABLE or MILESTONE	% OF TOTAL	AMOUNT
Submittal of detailed project plan and schedule	City Acceptance of Final Project Plan 3.1	10%	$7,400.00
Single Family Rehabilitation Program Module	Business process and fit gap analysis, completion of detailed System design and migration of legacy data, implementation services to include modifications of System as needed, System installation and configuration and integration, set up and configuration of software; Completion and Acceptance by City of Total System Endurance Testing and training (referenced in Exhibit A, Sections 3.3 - 3.15)	30%	$21,600.00
Homebuyer Program Module	Business process and fit gap analysis, completion of detailed System design and migration of legacy data, implementation services to include modifications of System as needed, System installation and configuration and integration, set up and configuration of software; Completion and Acceptance by City of Total System Endurance Testing and training (referenced in Exhibit A, Sections 3.3 - 3.15)	30%	$21,600.00
Online Loan Application Module	Business process and fit gap analysis, completion of detailed System design and migration of legacy data, implementation services to include modifications of System as needed, System installation and configuration and integration, set up and configuration of software; Completion and Acceptance by City of Total System Endurance Testing and training (referenced in Exhibit A, Sections 3.3 - 3.15)	20%	$14,400.00
Integration with other City Systems	Business process and fit gap analysis, completion of detailed integration specification, development and configuration of integration program. Completion and Acceptance by City of Total System Endurance Testing and training (referenced in Exhibit A, Sections 3.3 - 3.15)	10%	$9,000.00
TOTAL		100%	$74,000.00

3. Annual Technical Support

City shall provide Contractor prior written notice in the form of <u>Exhibit E</u> of its intention to exercise its option prior to the end of the then current term. Contractor shall invoice City in arrears for technical support services compensation amount.

<u>On Demand Technical Support</u>: shall include, but not limited to, making changes to the Salesforce.com applications, user administration, configuration changes, design of additional reports, implementation of new modules, integration and code updates.

Contractor shall include a one (1) day business response guarantee. The support hours for Year 2 are estimated based on three (3) hours per week x 52 weeks or 156 hours per year and these supports hours may be used at anytime as needed. City may purchase additional hours at supplemental services rates.

<u>Table 3 (Options)</u>

Year	Technical Support	Hourly Rate	Total
Year 2	3 hours/week or 156 hours per year	$150.00	$23,400
Year 3	2 hours/week or 104 hours per year	$150.00	$15,600
Total			$39,000

<u>Supplemental Services-Time and Materials</u>

The City also has the option to purchase supplemental services on an hourly basis at $150.00 per hour.

Exhibit C

INSURANCE

CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors.

A.   **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1.   The coverage described in Insurance services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations, XCU (Explosion, Collapse & Underground) coverage; and

2.   The coverage described in Insurance services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "nonowned autos"; and

3.   Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

4.   Professional Liability Errors and Omissions.

B.   **Minimum Limits of Insurance**

CONTRACTOR shall maintain limits no less than:

1.   Commercial General Liability: One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and

2.   Automobile Liability: One Million Dollars ($1,000,000) combined single limit per accident for bodily injury and property damage; and

3.   Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of One Million Dollars ($1,000,000) per accident.

4.   Professional Liability Errors and Omissions: One Million Dollars ($1,000,000) Aggregate Limit.

C.   **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D.   **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

    1.   Commercial General Liability and Automobile Liability Coverages:

        a.   The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

        b.   CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONTRACTOR's insurance and shall not contribute with it.

        c.   Any failure to comply with reporting provisions of the policies by CONTRACTOR shall not affect coverage provided CITY, its officers, employees, agents, or contractors.

        d.   Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

    2.   All Coverages:

    Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

E.   **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F.   **Verification of Coverage**

CONTRACTOR shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

        Risk Management
        Human Resources
        City of San Jose
        200 East Santa Clara Street
        San Jose, CA 95113-1905

G.   **Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

EXHIBIT D

CHANGE ORDER # __

TO AGREEMENT FOR _____SYSTEM

BETWEEN THE CITY OF SAN JOSE AND _____

Pursuant to Section ___ of the Agreement for _____ System between the City of San Jose and _____, the Agreement is hereby amended as follows:

(The following language is hereby provided as an example of how to complete this form.)

1. Contractor shall provide the following additional services at the costs indicated below:

TOTAL	

2. The following services, products or deliverables are hereby deleted and the associated costs in amounts set forth below are also deleted.

TOTAL	

3. Exhibit __ is hereby amended to read as set forth in the Revised Exhibit __which is attached hereto.

4. All of the terms and conditions of the Agreement not modified by Change Order shall remain in full force and effect.

I hereby certify that an unexpended appropriation is available in Fund _____ for the Agreement, and that funds are available as of the date of this signature.	Total Cost of Change	
	Total Credit of Change	0
	Previous Amendments and/or Change Orders	
_____ Principal Accountant Date	Original Contract	

ACCEPTANCE	APPROVED AS TO FORM
Contractor hereby agrees to accept the amount set forth herein as payment in full of the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein. Contractor	_____ Johnny V. Phan Deputy City Attorney City of San José
_____ Date	_____ _____ Date

T-   /(Exhibit D Change order form) MK Parnters

TECHNICAL SUPPORT RENEWAL ADDENDUM

AGREEMENT TITLE:	
CONTRACTOR Name and Address:	
DATE:	

(date the notice is sent must be consistent with the time for exercise set forth in Agreement)

Pursuant to Section _____ of the Agreement referenced above, the City of San Jose hereby exercises its option to acquire annual maintenance and related support services as set forth in the Agreement for the following term and at the following rate(s) of compensation:

OPTION NO.	

NEW OPTION TERM

Begin date:	
End date:	
Annual Maintenance fee	

☐ **CHANGES IN RATE OF COMPENSATION**

Pursuant to Section ____ of the Agreement the Rates of Compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of San Jose hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

CITY OF SAN JOSE
a municipal corporation

By_____
Name:
Title:

salesforce.com
Success. Not Software.

MASTER SUBSCRIPTION AGREEMENT

Customer Full Legal Name:	City of San Jose
Customer Address:	200 East Santa Clara Street 13th Floor, San Jose, CA 95113

This Master Subscription Agreement ("**Agreement**") is between **salesforce.com, inc.**, a Delaware corporation with its principal place of business at The Landmark @ One Market, Suite 300, San Francisco, California 94105 ("**SFDC**") and the party named above. This Agreement is effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS**

    "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

    "**AppExchange**" means the online directory of applications that interoperate with the Services, located at http://www.salesforce.com/appexchange or at any successor websites.

    "**Customer**" means the non-SFDC party named above and its Affiliates.

    "**Customer Data**" means all electronic data or information submitted by Customer to the Services.

    "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

    "**Order Forms**" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between SFDC and Customer from time to time. Order Forms shall be deemed incorporated herein by reference.

    "**Services**" means the online, Web-based applications and platform provided by SFDC via http://www.salesforce.com and/or other designated websites as described in the User Guide, that are ordered by Customer under an Order Form, including associated offline components but excluding Third Party Applications.

    "**Third-Party Applications**" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Services, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

    "**User Guide**" means the online user guide for the Services, accessible via http://www.salesforce.com, as updated from time to time.

    "**Users**" means individuals who are authorized by Customer to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by Customer (or by SFDC at Customer's request). Users may include but are not limited to employees, consultants, contractors and agents of Customer, or third parties with which Customer transacts business.

2. **SERVICES**

2.1 **Provision of Services.** SFDC shall make the Services available to Customer pursuant to this Agreement and the applicable Order Forms during each subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by SFDC regarding future functionality or features.

2.2 **User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on

the same date as the pre-existing User subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2.3 **SFDC Responsibilities.** SFDC shall: (i) provide to Customer basic support for the Services at no additional charge in accordance with this Agreement, and/or upgraded support if purchased, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which SFDC shall give at least 8 hours notice via the Services and which SFDC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond SFDC's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving SFDC employees), or Internet service provider failures or delays, (iii) provide the Services only in accordance with applicable laws and government regulations, (iv) be responsible for the security and integrity of Customer Data as part of any Services under this Agreement, and (v) maintain Customer Data at a level that meet all miniumum requirements outlined in the Security Datasheet attached hereto as <u>Exhibit B</u>.

2.4 SFDC shall assign a Vice President to be an Executive Sponsor for the Customer account and meet with Customer within thirty (30) days of the Effective Date for a period of twelve months from the Effective Date of this Agreement. The SFDC Executive Sponsor shall also have standing monthly teleconference with the Customer to discuss this Agreement.

2.5 SFDC shall assign a Senior Account Executive who will have a weekly and/or bi-weekly standing teleconference with Customer management staff to discuss project management and performance concerns under this Agreement for a period of twelve months from the Effective Date of this Agreement. Teleconference shall take place every week or every two weeks depending on Customer preference.

2.6 **Customer Responsibilities.** Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which it acquired Customer Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SFDC promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. Customer shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3. **THIRD-PARTY PROVIDERS**

3.1 **Acquisition of Third-Party Products and Services.** SFDC may offer Third-Party Applications for sale under Order Forms. Any other acquisition by Customer of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between Customer and any third-party provider, is solely between Customer and the applicable third-party provider. SFDC does not warrant or support third-party products or services, whether or not they are designated by SFDC as "certified" or otherwise, except as specified in an Order Form. No purchase of third-party products or services is required to use the Services.

3.2 **Third-Party Applications and Customer Data.** If Customer installs or enables Third-Party Applications for use with Services, Customer acknowledges that SFDC may allow providers of those Third-Party Applications to access Customer Data as required for the interoperation of such Third Party Applications with the Services. SFDC shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third-Party Application providers. The Services shall allow Customer to restrict such access by restricting Users from installing or enabling such Third-Party Applications for use with the Services.

3.3 **Google Services.** Service features that interoperate with Google services depend on the continuing availability of the Google application programming interface ("API") and program for use with the Services. If Google Inc. ceases to make the Google API or program available on reasonable terms for the Services, SFDC may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

4. **FEES AND PAYMENT**

4.1 **User Fees.** Customer shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for

User subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

4.2   **Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information in the Services.

4.3   **Suspension of Service.** If any charge owing by Customer is 30 days or more overdue, SFDC may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full.

4.4   **Payment Disputes.** SFDC shall not exercise its rights under 4.3 (Suspension of Service) if the applicable charges are under reasonable and good-faith dispute and Customer is cooperating diligently to resolve the dispute.

4.5   **Taxes.** Unless otherwise stated, SFDC's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If SFDC has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides SFDC with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SFDC is solely responsible for taxes assessable against it based on its income, property and employees.

5.   PROPRIETARY RIGHTS

5.1   **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2   **Restrictions.** Customer shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3   **Ownership of Customer Data.** As between SFDC and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data.

5.4   **Suggestions.** SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services.

5.5   **Federal Government End Use Provisions.** SFDC provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with SFDC to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

6.   CONFIDENTIALITY

6.1   **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data; Confidential Information of SFDC shall include the Services; and Confidential Information of each party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

6.3 **Protection of Customer Data.** Without limiting the above, SFDC shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. SFDC shall not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law in accordance with the "Compelled Disclosure" section below or as expressly permitted in writing by Customer, or (c) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Customer's request in connection with customer support matters.

6.4 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law, including without limitation any applicable public records law, to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. **WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

7.1 **SFDC Warranties.** SFDC warrants that (i) the Services shall perform materially in accordance with the User Guide, and (ii) subject to the "Google Services" section above, the functionality of the Services will not be materially decreased during a subscription term. For any breach of either such warranty, Customer's exclusive remedy shall be as provided in the "Termination for Cause" and "Refund or Payment upon Termination" sections below.

7.2 **Mutual Warranties.** Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. **MUTUAL INDEMNIFICATION**

8.1 **Indemnification by SFDC.** SFDC shall defend Customer against any claim, demand, suit, or proceeding ("**Claim**") made or brought against Customer by a third party alleging (i) that the use of the Services as permitted hereu nder infringes or misappropriates the intellectual property rights of a third party or (ii) a breach by SFDC of its confidentiality obligations under Section 6 hereof, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim; provided that Customer (a) promptly gives SFDC written notice of the Claim, (b) gives SFDC sole control of the defense and settlement of the Claim (provided that SFDC may not settle or defend any Claim unless it unconditionally releases Customer of all liability), and (c) provides to SFDC all reasonable assistance, at SFDC's expense.

8.2 **Indemnification by Customer.** Customer shall defend SFDC against any Claim made or brought against SFDC by a third party alleging that the Customer Data, or Customer's use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify SFDC for any damages finally awarded against, and for reasonable attorney's fees incurred by, SFDC in connection with any such Claim; provided that SFDC (a) promptly gives Customer written notice of the Claim, (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases SFDC of all liability), and (c) provides to Customer all reasonable assistance, at Customer's cost.

8.3 **Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this section.

9. **LIMITATION OF LIABILITY**

9.1 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 24 MONTHS PRECEDING

THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 Term of User Subscriptions. User subscriptions commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term shall be the same as that during the immediately prior term unless SFDC has given Customer written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 5% over the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 Termination for Cause. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination. Upon any termination for cause by Customer, SFDC shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by SFDC, Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any fees payable to SFDC for the period prior to the effective date of termination.

10.5 It is the intent of Customer to continue to have access and use of Customer Data after expiration or termination of this Agreement only as provided in Section 10.6. Upon request by Customer made within 60 days after the effective date of termination (or expiration), SFDC will make available to Customer for download a file of Customer Data in comma separated value (.csv) format along with attachments in their native format. After such 60-day period, SFDC shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control.

10.6 If either party elects not to renew any subscription term, and termination of such subscription would result in termination of this Agreement under Section 10.1 (Term of Agreement), then upon request by Customer made 15 or more days before the termination date, SFDC shall continue to provide the Service for an additional 90 days after the termination date (the "Transition Period") under the same terms and pricing as applied immediately before the termination date, subject to Customer's execution before the termination date of an Order Form for such continued Service. Any assistance to be provided by SFDC to Customer besides the Service shall be subject to the parties' execution of a professional services agreement and statement of work. Notwithstanding any termination of thief Agreement under this Section, the terms of this Agreement shall continue to govern SFDC's provision of the Service during the Transition Period as if it had not been terminated. The foregoing shall not apply in the event of a termination of this Agreement by SFDC for cause under Section 10.3 (Termination for Cause).

10.7 Surviving Provisions. The sections titled "Fees and Payment," "Proprietary Rights," "Confidentiality," "Warranties and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Return of Customer Data," "Surviving Provisions" and "General Provisions" shall survive any termination or expiration of this Agreement.

11. GENERAL PROVISIONS

11.1 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each of SFDC and Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Customer shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.
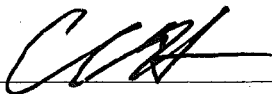
11.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.3 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.4 Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the first business day after sending by email. Notices to SFDC shall be addressed to the attention of its VP, Worldwide Sales Operations, with a copy to its General Counsel. All notices to Customer shall be addressed to the relevant Service system administrator designated by Customer. Billing-related notices to Customer shall also be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer shall also be addressed to Customer's signatory of this Agreement or any person designated beneath the signature area below.

11.5 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.7 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, SFDC shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8 Governing Law. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

11.9 Venue; Waiver of Jury Trial. The state and federal courts located in San Francisco County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts.

11.10 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, this Agreement supersedes the terms of any online Master Subscription Agreement electronically accepted by Customer. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.11 Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

The parties' authorized signatories have duly executed this Agreement as of the Effective Date:

SALESFORCE.COM, INC.   **CUSTOMER**

By: _____   By: _____

Print Name: _____Chris Harris_____   Print Name: Mark Giovannetti_____
                    Manager, Sales Operations

_____

Title: _____

Date: _____ 10/1/09 _____

Title: Purchasing Officer_____

Date: _____

Name and/or title of person authorized to receive Legal
Notices for customer (if different from above):

_____

_____

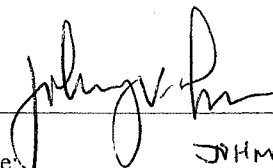By: _____

Print Name: _____ JOHMMY V. PHAN

Title: _____ DEPUTY CITY ATTORNEY

Date: _____ 10/5/09

Exhibit List:
Exhibit A - Basic Support
Exhibit B – Security Datasheet
Exhibit C- Premier Support

Basic Support

GENERAL

Basic support will be provided to Customer's Users at no additional charge. Users can submit cases over the Web or by phoning customer support. Users will be asked to provide their company name and contact information, and each case will be assigned a unique case number. SFDC will use commercially reasonable efforts to promptly respond to each case within no later than two (2) business days and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in SFDC's reasonable determination.

API SUPPORT

SFDC will provide basic support of the salesforce.com application programming interface (API), limited to the following:

- a functional description of the objects, methods and properties of the API; and
- verification of availability or performance problems specifically limited to the API.

TELEPHONE SUPPORT HOURS

Telephone support is available on weekdays, excluding holidays, as follows:

- o English
  - 6:00 a.m. – 6:00 p.m. Pacific Time: (415) 901-7010 (San Francisco)
  - 8:00 a.m. – 6:00 p.m. GMT: +353-1- 2723503 (Dublin)
  - 8:00 a.m. – 5:00 p.m. Sydney time: +1800 789984 (Sydney)

- o Users may call any of the above support centers depending on the time of day, regardless of the User's location. Please inquire regarding support in other languages.

LOGGING A CASE

Users may log a case as follows:

1. Via the salesforce.com application. After logging in, click "Help & Training" and then "Log a Case." Provide the requested information and then click "Submit."
2. Call SFDC customer support as described above.
3. If the salesforce.com application is unavailable, Customer may email case details to support@salesforce.com, support@emea.salesforce.com or support@jp.salesforce.com.

REPRODUCING ERRORS

SFDC must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with SFDC to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Users may also be asked to provide remote access to their salesforce.com account and/or desktop system for troubleshooting purposes.

EXCLUDED ITEMS

Basic support does <u>not</u> include any of the following:

- Training (if instruction on use of the salesforce.com application is likely to exceed 30 minutes, Customer will be referred to SFDC's Education or Professional Services groups as appropriate);
- Assistance in developing User-specific customizations (requests for such assistance will be referred to SFDC's Professional Services group depending on the nature and complexity of such customizations);
- Assistance with non-SFDC products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems;
- Assistance with AppExchange applications, whether authored by SFDC, Customer or a third party; or
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers.

CHANGES TO BASIC SUPPORT

SFDC may change its Basic Support offering from time to time in its sole discretion.

Security Controls. The Service includes a variety of configurable security controls that allow Customer to tailor the security of the Service for its own use. These controls include:

- Unique User identifiers (User IDs) to ensure that activities can be attributed to the responsible individual.
- Controls to lock out user access after several consecutive failed login attempts.
- The ability to specify the lockout time period.
- Controls on the number of invalid login requests before locking out a User.
- Controls to ensure generated initial passwords must be reset on first use.
- Controls to force a User password to expire after a period of use.
- Controls to terminate a User session after a period of inactivity.
- Password history controls to limit password reuse.
- Password length controls.
- Password complexity requirements (requires letters and numbers).
- Verification question before resetting password.
- The ability to accept logins to the Service from only certain IP address ranges.
- The ability to restrict access to the Service to specific time periods (Developer Edition, Enterprise Edition, and Unlimited Edition only).
- Ability to delegate user authentication or federate authentication via SAML.

Security Procedures, Policies and Logging. The Service is operated in accordance with the following procedures to enhance security:

- User passwords are stored using a one-way hashing algorithm (MD5).
- User access log entries will be maintained, containing date, time, User ID, URL executed or entity ID operated on, operation performed (viewed, edited, etc.) and source IP address. Note that source IP address might not be available if NAT (Network Address Translation) or PAT (Port Address Translation) is used by Customer or its ISP.
- If there is suspicion of inappropriate access, SFDC can provide Customer log entry records to assist in forensic analysis. This service will be provided to Customer on a time and materials basis.
- Logging will be kept for a minimum of 90 days.
- Logging will be kept in a secure area to prevent tampering.
- Passwords are not logged under any circumstances.
- Certain administrative changes to the Service (such as password changes and adding custom fields) are tracked in an area known as the "Setup Audit Log" and are available for viewing by Customer's system administrator. Customer may download and store this data locally.
- SFDC personnel will not set a defined password for a User. Passwords are reset to a random value (which must be changed on first use) and delivered automatically via email to the requesting User.

Intrusion Detection. SFDC, or an authorized third party, will monitor the Service for unauthorized intrusions using network-based intrusion detection mechanisms.

User Authentication. Access to the Service requires a valid User ID and password combination, which are encrypted via SSL while in transmission. Following a successful authentication, a random session ID is generated and stored in the user's browser to preserve and track session state.

Security Logs. SFDC shall ensure that all SFDC systems, including firewalls, routers, network switches and operating systems, log information to their respective system log facility or a centralized syslog server (for network systems) in order to enable the security audits referred to herein.

Incident Management. SFDC maintains security incident management policies and procedures, including detailed security incident escalation procedures. SFDC will promptly notify Customer in the event SFDC becomes aware of an actual or reasonably suspected unauthorized disclosure of Customer Data.

Physical Security. SFDC's production data centers have an access system that controls access to the data center. This system permits only authorized personnel to have access to secure areas. The facility is designed to withstand adverse weather and other reasonably predictable natural conditions, is secured by around-the-clock guards, biometric access screening and escort-controlled access, and is also supported by on-site back-up generators in the event of a power failure.

Reliability and Backup. All networking components, SSL accelerators, load balancers, Web servers and application servers are configured in a redundant configuration. All Customer Data is stored on a primary database server that is clustered with a backup database server for redundancy. All Customer Data is stored on carrier-class disk storage using RAID disks and multiple data paths. All Customer Data, up to the last committed transaction, is automatically backed up to a tape library on a nightly basis. Backup tapes are cloned to an offsite facility to verify their integrity, and the clones are stored in a secure, fire-resistant, location at that offsite facility.

Disaster Recovery. SFDC has a disaster recovery facility that is geographically remote from its primary data center, along with required hardware, software, and Internet connectivity, in the event SFDC production facilities at the primary data center were to be rendered unavailable. SFDC has disaster recovery plans in place and tests them at least once per year.

Viruses. The Service will not introduce any viruses to Customer's systems; however, the Service does not scan for viruses that could be included in attachments or other Customer Data uploaded into the Service by Customer. Any such uploaded attachments will not be executed in the Service and therefore will not damage or compromise the Service.

Data Encryption
SFDC uses industry accepted encryption products to protect Customer Data and communications during transmissions between Customer's network and the Service, including 128-bit VeriSign SSL Certification and 1024-bit RSA public keys.

System Changes and Enhancements. SFDC plans to enhance and maintain the Service during the term of the Agreement. Security controls, procedures, policies and features may change or be added. SFDC will provide security controls that deliver a level of security protection that is not materially lower than that provided as of the Effective Date. A comprehensive description of the Service's current security controls can be found in the User Guide.

GENERAL

If purchased, Premier Support, or Premier Support + Administration, will be provided to Customer's Users in accordance with this exhibit. Users can submit cases over the Web or by phoning Premier Support. Users will be asked to provide their company name and contact information, and each case will be assigned a unique case number. SFDC will use commercially reasonable efforts to promptly respond to each case within two (2) hours and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in SFDC's reasonable determination.

PREMIER SUPPORT	
Response Time	2 hours
Live Phone Support	24x7
Designated Support Representative	Yes (for customers with 50+ users *)
CRM Health Check	Yes (for customers with 50+ users *)
Basic API Support	Yes (custom integration support not included)
Developer Support	Yes
Implementation Support	Yes (answering questions only)
PREMIER SUPPORT + ADMINISTRATION (above plus the following)	
Salesforce.com Application Administration	Yes (Designated administrator available for customers with 50+ users *)
Implementation Support	Yes (answering questions plus configuration)

* SFDC will assign a *Premier Support* designated analyst to Customer if Customer has in effect 50 or more full Salesforce CRM Premier Support User subscriptions or if the total annual fee for Customer's Premier Support subscriptions equals or exceeds US$12,000. SFDC will assign a *Premier Support + Administration* designated analyst to Customer if Customer has in effect 50 or more full Salesforce CRM Premier Support + Administration User subscriptions or if the total annual fee for Customer's Premier Support + Administration subscriptions equals or exceeds US$20,000.

ADMINISTRATION OPTION

If Customer purchases the Premier Support + Administration option, SFDC will perform those system administration duties relating to the salesforce.com application listed in Appendix A. A complimentary User subscription will be provided to Customer for use by the designated administrator.

IMPLEMENTATION SUPPORT

If Customer purchases Premier Support only, SFDC's support for Customer implementations of the SFDC application will be limited to answering questions. If Customer purchases the Premier Support + Administration option, SFDC administrators will also work in tandem with the Customer to configure the Service with tasks included within the scope of Premier +Administration Support, based on the design specifications. Customer is responsible for gathering business and functional requirements, design specifications, change management approvals, documentation of configuration, and designing and/or delivering training materials.

DEVELOPER SUPPORT

All Premier Support and Premier Support + Administration customers receive Developer Support. Developer Support consists of SFDC reviewing Customer-written code and offering suggestions to help with issues encountered during development, as further described in the table below. In addition to the tools mentioned in the table below, Developer Support includes the following programming languages: Javascript, Java, .NET, PHP, and Apex. To access Developer Support, Customer must contact Premier Support. Developer Support does not include creation of code, including SOQL queries, or pre-release regression testing. Such custom development support is available for purchase from SFDC in the form of the Force.com App Extensions service provided by SFDC Customer Support or a Successforce consulting engagement, or is available for purchase from a third-party SFDC partner. Developer Support scope is limited to the review of programs or applications containing 200 code lines or less. If Customer wishes SFDC to review the code for a program or application (such as an s-control) that contains more than 200 lines of code, Customer must purchase Custom Integration Support (see below).

Customer Code Category	Customer Code Description	Developer Support Description
Apex Code	Building Apex code that runs natively on Force.com servers, including triggers, classes, and the Apex code Debugger	Explanation of governor limits ANT Build Process Error message troubleshooting Apex code best practices Analysis and debugging of classes and triggers (up to 200 lines)
Force.com Web Services API	Integrating with the Force.com API though external Java, .NET, JavaScript, or PHP custom code	Coding best practices Error message troubleshooting Analysis and debugging of custom code (up to 200 lines)
AJAX Toolkit	Utilizing the Force.com AJAX Toolkit to embed API calls in fields and s-controls	S-control explanation Error message troubleshooting AJAX Toolkit best practices
Force.com	Utilizing the Force.com Migration Toolkit to migrate metadata between organizations,	Analysis and debugging of custom code (up to 200

Migration Toolkit	deploy client-side machine-generated code, and test different code iterations from Customer's client.	lines)

Basic instructions on how to use and configure (deployment or migration of code is excluded but is available through Force.com App Extensions) |

CUSTOM INTEGRATION SUPPORT

Custom Integration Support is an optional service that must be purchased separately from Premier Support or Premier Support + Administration. Custom Integration Support provides support for integration points developed or implemented by SFDC's Global Integration Services group or its subcontractor. Custom Integration Support includes up to eight (8) hours of regression testing per customer per major release of the SFDC application. SFDC will provide access to a pre-release testing environment for regression test purposes. Customer is responsible for troubleshooting issues with any third-party products used by its integration.

Custom Integration Support does not cover changes to integration requirements after initial acceptance of the integration code. Requests for changes to integration code will be escalated to SFDC's Global Integration Services group and will be scoped on a time and materials basis at then current rates. If the integration code is changed by Customer after acceptance, without the guidance of SFDC support or professional services, and an error or issue results, Custom Integration Support will provide Customer a copy of the originally accepted code for restoration but will not troubleshoot or review the changed code.

Custom Integration Support is required for review of programs or applications (such as S-controls) containing more than 200 lines of code, or for regression testing in a pre-release environment.

BASIC API SUPPORT

Premier Support and Premier Support + Administration include Basic API Support, which consists of providing a functional description of the objects, methods and properties of the Salesforce API, and verifying availability of, or performance problems specifically relating, to the Salesforce API.

TELEPHONE SUPPORT HOURS

Live telephone support is available on a 24x7 basis, via routing between SFDC's global support offices based on the time of day, as follows:

- o English
  - 6:00 a.m. – 6:00 p.m. Pacific Time: (866) 614-7375 (San Francisco and Toronto)
  - 8:00 a.m. – 6:00 p.m. GMT: +00-800-404-54045 (Dublin)
  - 8:00 a.m. – 5:00 p.m. Sydney time: +1800-789-984 (Sydney)
- o Please inquire regarding support in other languages.

LOGGING A CASE

Users may log a case as follows:
4. Via the salesforce.com application. After logging in, click "Help & Training" and then "Log a Case." Provide the requested information and then click "Submit." Premier Support cases are priority routed to the identified support team resource.

5. Call SFDC customer support as described above.
6. If the salesforce.com application is unavailable, Customer may email case details to premiersupport@salesforce.com, premiersupport@emea.salesforce.com or premiersupport@jp.salesforce.com.

COOPERATION AND REVIEWS

SFDC must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with SFDC to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Subject to Customer's systems security policies, users may also be asked to provide remote access to their SFDC application and/or desktop system for troubleshooting purposes.

The parties will hold conference calls monthly, or at another frequency as mutually agreed, to review SFDC's performance under this Addendum.

ESCALATION / SEVERITY LEVELS

Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis. Issues will be generally categorized and handled according to an assigned severity level, as follows:

Level	Description and Examples
Level 1 – Critical	Critical production issue affecting all users, including system unavailability, data integrity issues, or bugs having a significant impact. No workaround available. Resolution required immediately.
Level 2 – Urgent	Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available. Also includes time-sensitive requests such as requests for feature activation or a data export. Resolution required as soon as reasonably possible.
Level 3 – High	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable. Resolution will be prioritized by QA.
Level 4 – Medium	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

ESCALATION MATRIX

The table below outlines the escalation contacts available to Customer, as necessary.

	Name	Title	Reports To:	Email	Phone
1st Level	Manager, Depending on line of business	Manager, Premier Support	Radha Penekelapati		

2nd Level	Radha Penekelapati	Director, Premier Support	Krista Anderson	rpenekelapati@salesforce.com	(650) 653-4582
3rd Level	Krista Anderson	SVP, Global Support	Polly Sumner	kanderson@salesforce.com	(415) 901-5146

EXCLUDED ITEMS
Neither Premier Support nor Premier Support + Administration includes:

- Training (if instruction on use of the salesforce.com application is likely to exceed 30 minutes, Customer will be referred to SFDC's Education or Professional Services groups as appropriate);
- Assistance with non-SFDC products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems;
- Assistance with AppExchange applications, whether authored by SFDC or a third party;
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers; or
- Creation or testing of custom code, including SOQL queries, except as provided under Developer Support or, if purchased, Integration Support, above. Requests for creation or testing of custom code other than as specified in those two sections will be referred to SFDC Professional Services and will be scoped on a time and materials basis at then current rates.

Appendix A

Administration Categories/Types	Description of Administration Duties
Setup	
Users	Add/edit/deactivate users
Roles	Manage roles and role hierarchies
Profiles	Manage profiles
Public groups	Manage public groups
Home Page	
Company message	Brief message
Create and update links	Useful links (to external/internal Web sites and canned reports)
Activities	
Task fields	Update standard and custom fields
Task page layouts	Update page layouts with field changes
Task record types	Create and update record types
Event fields	Update standard and custom fields
Event page layouts	Update page layouts with field changes
Event record types	Create and update record types
Campaigns	
Fields	Update standard and custom fields
Page layouts	Update page layouts with field changes
Web integration links	Create Web integration links
Record types	Create and update record types
Leads	
Fields	Update standard and custom fields
Page layouts	Update page layouts with field changes
Queues	Create lead queues and assign to users
Assignment rules	Create and update assignment rules
Settings	Manage lead settings
Web integration links	Create Web integration links
Lead processes	Manage lead processes
Record types	Create and update record types
Auto-response rules	Set up Web-to-lead auto-response rules
Accounts	
Fields	Update standard and custom fields
Partner roles	Manage partner roles
Page layouts	Update page layouts with field changes
Web integration links	Create Web integration links
Record types	Create and update record types
Account teams	Manage account teams
Contacts	
Fields	Update standard and custom fields
Page layouts	Update page layouts with field changes
Web integration links	Create Web integration links
Record types	Create and update record types
Contracts	
Fields	Update standard and custom fields
Page layouts	Update page layouts with field changes
Web integration links	Create Web integration links
Forecasts	
Quotas	Update users' quotas
Opportunities	
Fields	Update standard and custom fields
Contact roles	Manage contact roles
Page layouts	Update page layouts with field changes
Web integration links	Create Web integration links
Record types	Create and update record types
Cases	
Fields	Update standard and custom fields
Page layouts	Update page layouts with field changes
Queues	Create case queues and assign to users
Business hours	Manage business hours
Assignment rules	Create and update assignment rules
Escalation rules	Create and update escalation rules
Web integration links	Create Web integration links

Administration Categories/Types	Description of Administration Duties
Support processes	Manage support processes
Record types	Create and update record types
Support settings	Manage support settings
Auto-response rules	Set up Web-to-case auto-response rules
Solutions	
Fields	Update standard and custom fields
Visibility	Publish solutions to be viewable
Modification/edit	Modify or edit solution format or structure
Products	
Price books and products	Manage price books
Schedule setup	Manage schedule setup
Users	
Fields	Update standard and custom fields
Web integration links	Create Web integration links
Workflow	
Workflow rules	Create and update workflow rules
Workflow tasks	Create and update workflow tasks
Workflow alerts	Create and update workflow alerts
Approval Processes	Create and update approval processes
Workflow Field Updates	Create and update workflow field updates
Reports and Dashboards	
Reports	Assist in creation and modification of reports as necessary
Dashboards	Create and manage dashboards and folders
Company Profile	
Company Information	Manage organizational profile
Security Controls	
Sharing rules	Manage sharing rules
Field accessibility	Manage field accessibility
Password policies	Manage password policies
Session settings	Manage session settings
Setup audit trail	View user audit trail
API audit trail	View API audit trail
Apex Mobile	
Users	Create new users, update users, and assign to existing profiles
Profiles	Create and update basic profiles (does not include advanced profiles)
Devices	Add and update devices
Application	Upgrade Application
Reports	Run reports
Territory Management	
Territory Hierarchy	Create and update territory hierarchies
Fields	Update standard and custom fields
Users	Update user territory alignments
Territory Rules	Create and update territory rules
Validation Rules	
Validation Rules	Assist in creation and modification of validation rules as necessary
Custom Formula Fields	
Custom Formula Fields	Assist in creation and modification of custom formula fields as necessary
Custom Summary Formula Fields	Assist in creation and modification of custom summary formula fields as necessary
Partner Relationship Management	
Users	Create and update users
Email templates	Create email templates (used in workflow)
Partner Profiles	Create and update Partner Profiles
Sharing rules	Manage sharing rules
Roles	Manage roles and role hierarchies
Workflow rules	Create and update workflow rules
Communication Templates	
Letterhead	Create HTML letterhead templates
Email templates	Create email templates (used in workflow)

Administration Categories/Types	Description of Administration Duties
Mail merge templates	Manage document mail merge templates
Data Management	
Import accounts/ contacts	Import accounts and contacts (includes pre-formatted data imported via the import wizard; excludes the use of Data Junction)
Import leads	Import leads (includes pre-formatted data imported via the import wizard; excludes the use of Data Junction)
Storage usage	View storage usage
Mass transfer records	Mass transfer records between users
Mass delete records	Mass delete of accounts and contacts
force.com Platform	
force.com custom objects	View all custom objects
force.com WSDL generator	Generate enterprise and partner WSDL files
SFDC-supported AppExchange Apps	
Fields	Update standard and custom fields (Does not include Salesforce Labs apps)